

CONTRACT DOCUMENTS

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA
and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**Annual Requirements to
Supply and Deliver Electrical Supplies
State of Nebraska Contract Number 13478 OC**

**Wesco Distribution, Inc.
3100 North 33rd Street
P.O. Box 80867
Lincoln, NE 68501**

**CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION,
AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Wesco Distribution, Inc., 3100 North 33rd Street, P.O. Box 80867, Lincoln, NE 68501** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Wesco Distribution, Inc., Contract Number 13478 OC, dated March 5, 2013, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver electrical supplies for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 13478 OC, dated March 5, 2013 ; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 13478 OC, dated March 5, 2013 for Supply and Delivery of Electrical Supplies, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 13478 OC; dated March 5, 2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide electrical supplies for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. This Contract shall be effective upon execution by both parties. The term of the Contract shall be upon execution through March 4, 2016 with the option to be renewed for two (2) additional one (1) year periods.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 13478 OC, dated March 5, 2013.
 - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.
8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:

- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver electrical supplies.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
 - 8.3 Upon termination for any reason, the Owner shall pay WESCO for all outstanding invoices and all costs and expenses associated with orders placed by Contractor up to the date of termination. Buyer shall pay such amounts to WESCO within thirty (30) days of the date of invoice. If Owner terminates this Agreement due to the default of the Contractor, Contractor shall reimburse Owner for the documented direct and reasonable expenses Owner incurs as a result of the termination.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Wesco Distribution, Inc., Contract Number 13478 OC, dated March 5, 2013.

The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Agreement
- 2. State of Nebraska, Contract Number 13478 OC, dated March 5, 2013
- 3. Insurance Certificate
- 4. Nebraska Resale or Exempt Sale Certificate, Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY LANCASTER COUNTY


Contract Approved as to Form:

The Board of County Commissioners of
Lancaster County, Nebraska

County Law Department

Dated: _____

**EXECUTION BY PUBLIC BUILDING
COMMISSION**



Lincoln-Lancaster County PBC Attorney

Lincoln-Lancaster County Public Building
Commission

Dated: _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

WESCO DISTRIBUTION INC
Name of Corporation

3100 N. 33 RD LINCOLN NE 68504
(Address)

By: [Signature]
Duly Authorized Official Dr. D. Schoonings
BRANCH OPERATION MANAGER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM

13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	The City of Lincoln		Name	Wesco Distribution, Inc.	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	P.O. Box 80867	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln,	NE	68501

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here▶

Authorized Signature

Purchasing Agent

Title

4-15-13
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Wesco Distribution, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address P.O. Box 80867		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68501

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

4-15-13
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	Lincoln-Lancaster County Public Building Commission		Name	Wesco Distribution, Inc.	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	P.O. Box 80867	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln,	NE	68501

Check Type of Certificate

☐ Single Purchase ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER
Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13478 OC

PAGE 1 of 3	ORDER DATE 03/05/13
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 500752	
VENDOR ADDRESS: WESCO DISTRIBUTION INC 3100 N 33RD ST LINCOLN NEBRASKA 68501-0867	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

MARCH 05, 2013 THROUGH MARCH 04, 2016

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4063 OF

Contract to supply and deliver Electrical Supplies as per the attached specifications, terms and conditions for a period of three (3) years beginning March 5, 2013 through March 4, 2016. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1824a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Mary Lanning RK 3/19/13
BUYER 3/18/13
3-10-13
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 3	ORDER DATE 03/05/13
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 500752	

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13478 OC

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Dave Schoening
Phone: 402-467-5311
Fax: 402-467-3779
E-Mail: dschoening@wescodist.com

(3/5/13 knj)



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ELECTRICAL SUPPLIES PER ATTACHED Core Item List and Non-core Discount Schedule	350,000.0000	\$	1.0000


BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

4063 OF Rebid
Electrical Supplies Bid Sheet

Bidders must provide pricing on the bid sheet. Prices submitted on an attached document will not be accepted. Bidders must bid on all items on the bid sheet. Bidders must submit pricing for the units of measure on the bid sheet. Package pricing will not be accepted.

Number	Manufacturer	Manufacturer Number	Product Description	Estimated Usage	UOM	MFR Bidding	Bidder Item Number	Unit Price
Lighting, Fixtures and Controls								
1	Ideal	30-382J	Luminaire Disconnect; Connectors - (1) Male/Load, (1) Female/Line; Electrical Rating - 3A, 120VAC; Number of Wires - 2W; Wire Type - 12-18 Sol AWG (not included); Housing Material - Nylon; Contacts - Copper Alloy; Temperature Rating - 220 deg F (105 deg C); Packaging - 75 (ctn); Additional Information - Additional Ratings: 1.3A/277V, 1.0A/347V, 0.75A/480V, 0.6A/600V	450	ea	IDEAL	30-382J	1,689.5
Wiring and Supplies								
2	3M	35-red-3/4x66ft	Coding tape red 3/4 x 66ft 7 mil	4	ea	3M	35-24D	3.40
3	3M	35-wht-3/4x66ft	Coding tape white 3/4 x 66ft 7 mil	2	ea	3M	35-10WF	3.40
4	3M	35-blue-3/4x66ft	Coding tape blue 3/4 x 66ft 7 mil	2	ea	3M	35-BWE	3.40
5	Ideal	30-071	Wire nut Gray	400	ea	IDEAL	30-071	.05295
6	Ideal	30-073	Wire nut Orange	600	ea	IDEAL	30-073	.0610
7	Ideal	30-451	Wire nut Yellow	500	ea	IDEAL	30-451	.09165
8	Ideal	30-452	Wing-nut Red	800	ea	IDEAL	30-452	.12645
9	T&B	RC10-10F	Standard Fork; Insulation - Nylon; Stud Size - #10; AWG Min - 12; AWG Max - 10; Color - Yellow; Temperature Rating - 105 Degree C/221 Degree F	150	ea	T&B	RC10-10F	.5311
10	T&B	10RC-2577	Female Disconnect; Tab Size - .250x.032; Insulation - Nylon; AWG Min - 12; AWG Max - 10; Color - Yellow; Temperature Rating - 105 Degree C/221 Degree F	150	ea	T&B	10RC-2577	.489
11	T&B	14RB-2577	Female Disconnect; Tab Size - .250x.032; Insulation - Nylon; AWG Min - 16; AWG Max - 14; Color - Blue; Temperature Rating - 105 Degree C/221 Degree F	300	ea	T&B	14RB-2577	.4135

4063 OF Rebid
Electrical Supplies Bid Sheet

Number	Manufacturer	Manufacturer Number	Product Description	Estimated Usage	UOM	MFR Bidding	Bidder Item Number	Unit Price
PVC and Fittings								
12	Carlton	E945J	Rigid PVC Expansion Joint; Expansion (in) - 6.00; Trade Size (in) - 2	20	ea	CARLTON	E945J	14.85
13	Generic	Generic	Rigid PVC; Schedule/Series - 40; Trade Size (in) - 1/2; OD (in) - 0.840; Length (ft) - 10; Lb/100-ft - 17	100	ft	GENEAL	PVC Sch 40 1/2	.161
14	Generic	Generic	PVC Schedule Conduit, Schedule 40, 2 In Diameter, 10 Ft Long, Sold In Multiples Of 10 Ft	220	ft	GENEAL	PVC Sch 40 2"	.6177
Outlets, Switches and Breakers								
15	Cutler-Hammer	BAB2020	Standard: Breaker Type - Thermal Magnetic; Mounting - Panel, Bolt-On; Line Terminal - Bolt-On Tab; Load Terminal - Lug; Poles - 2P; Amps - 20; Voltage - 120/240V AC; Rating (kA IR) - 10; HxWxD - 2.31x2.00x2.37" (59x51x60mm)	6	ea	CUTLER HAMMER	BAB2020	38.00
16	Cutler-Hammer	CH230	Standard: Breaker Type - Thermal Magnetic; Mounting - Loadcenter, Plug-On; Line Terminal - Plug-On Clip; Load Terminal - Lug; Poles - 2P; Amps - 30; Voltage - 120/240V AC; Rating (kA IR) - 10; HxWxD - 1.50" Width	15	ea	CUTLER HAMMER	CH230	14.60
17	Leviton	5224-2I	Combination Device, (2) Single Pole Toggle Switches, 15 Amp, 120/277 VAC, Ivory, Side Wire, Grounding	2	ea	LEVITON	5224-2I	5.964
18	Leviton	CSB1-20G	Switch Type - Toggle; Amps - 20A; Voltage - 120-277V; Operation - 1-Pole; Color - Gray; Grade - Commercial; Wiring - Back & Side	47	ea	LEVITON	CSB1-20G	2.654

4063 OF Rebid
Electrical Supplies Bid Sheet

Number	Manufacturer	Manufacturer Number	Product Description	Estimated Usage	UOM	MFR Bidding	Bidder Item Number	Unit Price
19	Leviton	5352-GY	Receptacle Type - Duplex, Standard; Rating - Amps - 20A; Rating - Volts - 125V AC; Number of Poles - 2P; Number of Wires - 3W; Ground - Grounding; NEMA - 5-20R; Color - Gray; Grade - Industrial; Wiring - Back & Side; Material - Thermoplastic Nylon	120	ea	Leviton	5352-GY	3.9506
20	Leviton	5373	Receptacle Type - Single; Rating - Amps - 50A; Rating - Volts - 125V; Number of Poles - 2P; Number of Wires - 3W; Ground - Grounding; NEMA - 5-50R; Mounting - Flush; Face OD - 2.11"; Mounting Depth - 1.79"	2	ea	Leviton	5373	8.5517
21	Generic	Generic	Box, Cover and Conduit EMT Conduit, 1/2 In, 10 Ft Long	2650	ft	Generic	EMT 1/2	1.1858
22	Generic	Generic	EMT Conduit, 3/4", 10 Ft Long	2650	ft	Generic	EMT 3/4	1.3174
23	Generic	Generic	Flexible Steel Conduit, 1/2 In, Standard Wall, 100 Ft Coil	100	ft	Generic	Flex 1/2	3.8660
24	Blinc	BL1400	Conduit Hanger w/Mtg-Hole; Installation - Clamping Bolt, Included; Rigid Conduit (in) - 1/2; EMT (in) - 1/2; Mtg Hole - 9/32" Hole; Load (lb) - 400; Material - Steel; Finish - Zinc Plated	433	ea	Blinc	BL1400	3.1603
25	Blinc	BL1410	Conduit Hanger w/Mtg-Hole; Installation - Clamping Bolt, Included; Rigid Conduit (in) - 3/4; EMT (in) - 3/4; Mtg Hole - 9/32" Hole; Material - Steel; Finish - Zinc Plated	350	ea	Blinc	BL1410	3.6054
26	Blinc	BL1450	Conduit Hanger w/Mtg-Hole; Installation - Clamping Bolt w/Nut, Included; Rigid Conduit (in) - 2; EMT (in) - 2; Material - Steel; Finish - Zinc Plated	6	ea	Blinc	BL1450	9.1280

4063 OF Rebid
Electrical Supplies Bid Sheet

Number	Manufacturer	Manufacturer Number	Product Description	Estimated Usage	UOM	MFR Bidding	Bidder Item Number	Unit Price
27	Blinc	B2209	Universal Conduit Clamp, Two-Piece, 3/4 In, Steel, Electro-Galvanized, Un-Assembled, For EMT, Rigid Conduit, IMC or Pipe, Slotted Hex Head Machine Screw and Square Nut Included	30	ea	Blinc	B2209	.7942
28	T&B	BU504	Bushing Type - Rigid Conduit; Installation - Threaded Female; Material - Plastic; Throat - Plastic; Temperature - 105 Degree C/221 Degree F; Trade Size (in) - 1-1/4	4	ea	T&B	BU504	1.1587
29	Steel City	XC270	Connector Type - AC & Flex Conduit; Cable Openings - Single; Angle - Straight; Installation - Clamp, Squeeze; Material - Die-Cast Zinc; Trade Size (in) - 1/2; OD Min (in) - 0.74; OD Max (in) - 0.92; Throat - Non-Insulated	25	ft	Steel City	XC270	.5472
30	Steel City	52171 1/2&3/4	Square Box, 4 In, Steel, 2-1/8 In Deep, 1/2 In & 3/4 In Eccentric KOs, Welded Corners	127	ea	Steel City	52171 1/2 3/4	.6532
31	Steel City	XC270	Connector Type - AC & Flex Conduit; Cable Openings - Single; Angle - Straight; Installation - Clamp, Squeeze; Material - Die-Cast Zinc; Trade Size (in) - 1/2; OD Min (in) - 0.74; OD Max (in) - 0.92; Throat - Non-Insulated	25	ft	Steel City	XC270	.5472
32	T&B	5233	Liquidtight Connector; Conduit Type - Flexible Metallic; Material - Steel; Angle - Straight; Throat - Insulated; Trade Size - 3/4 in	29	ft	T&B	5233	2.0311
33	Generic	Generic	Building Wire - Type THHN, 6 AWG, 19 Strand, Green, 600 Volt, Copper	250	ft	GENERIC	THHN 6 GREEN	1.4387
34	Generic	Generic	Building Wire, THHN; Conductor Material - CU; Insulation - Thermoplastic; Voltage - 600V; Conductor Size - 1/0 AWG; Conductor Strands - 19-Str; Color - Black; Temperature Rating - 90 Degree C Dry	50	ft	GENERIC	THHN 1/0	1.7517

4063 OF Rebid
Electrical Supplies Bid Sheet

Number	Manufacturer	Manufacturer Number	Product Description	Estimated Usage	UOM	MFR Bidding	Bidder Item Number	Unit Price
35	Generic	Generic	Building Wire - Type THHN, 12 AWG, Solid, Black, 600 Volt, Copper	7500	ft	GENEELK	THHN 12 SOL BLK	1.0398
36	Generic	Generic	Building Wire - Type THHN, 12 AWG, Solid, White, 600 Volt, Copper	9500	ft	GENEELK	THHN 12 SOL WHT	1.0398
37	Generic	Generic	Building Wire - Type THHN, 12 AWG, Solid, Red, 600 Volt, Copper	7500	ft	GENEELK	THHN 12 SOL RED	1.0398
38	Generic	Generic	Building Wire - Type THHN, 12 AWG, Solid, Blue, 600 Volt, Copper	5500	ft	GENEELK	THHN 12 SOL BLU	1.0398
39	Generic	Generic	Building Wire - Type THHN, 12 AWG, Solid, Green, 600 Volt, Copper	6500	ft	GENEELK	THHN 12 SOL GRN	1.0398
40	Generic	Generic	Building Wire - Type THHN, 12 AWG, 19 Strand, Black, 600 Volt, Copper	3500	ft	GENEELK	THHN 12 STR BLK	1.1258
41	Generic	Generic	Building Wire - Type THHN, 12 AWG, 19 Strand, White, 600 Volt, Copper	6000	ft	GENEELK	THHN 12 STR WHT	1.1258
42	Generic	Generic	Building Wire - Type THHN, 12 AWG, 19 Strand, Red, 600 Volt, Copper	3500	ft	GENEELK	THHN 12 STR RED	1.1258
43	Generic	Generic	Building Wire - Type THHN, 12 AWG, 19 Strand, Blue, 600 Volt, Copper	2500	ft	GENEELK	THHN 12 STR BLU	1.1258
44	Generic	Generic	Building Wire - Type THHN, 12 AWG, 19 Strand, Green, 600 Volt, Copper	4000	ft	GENEELK	THHN 12 STR GRN	1.1258
45	Generic	Generic	Building Wire - Type THHN, 10 AWG, 19 Strand, Black, 600 Volt, Copper	4500	ft	GENEELK	THHN 10 STR BLK	1.1863
46	Generic	Generic	Building Wire - Type THHN, 10 AWG, 19 Strand, Green, 600 Volt, Copper	5000	ft	GENEELK	THHN 10 STR GRN	1.1863
47	Generic	Generic	Building Wire - Type THHN, 10 AWG, 19 Strand, Brown, 600 Volt, Copper	1000	ft	GENEELK	THHN 10 STR BRN	1.1863
48	Generic	Generic	Building Wire - Type THHN, 10 AWG, 19 Strand, Purple, 600 Volt, Copper	1000	ft	GENEELK	THHN 10 STR PUR	1.1863
49	Generic	Generic	Building Wire - Type THHN, 8 AWG, 19 Strand, Black, 600 Volt, Copper	595	ft	GENEELK	THHN 8 STR BLK	1.2913
50	Generic	Generic	Building Wire - Type THHN, 2 AWG, 19 Strand, Black, 600 Volt, Copper	750	ft	GENEELK	THHN 2 STR BLK	1.1035

TERMS AND CONDITIONS

Electrical Supplies

SCOPE

The State of Nebraska intends to enter into a Contract for **Electrical Supplies** for State of Nebraska agencies located throughout Nebraska. This contract will be for a list of common use items identified as **Core Items**, and any remaining items available identified as **Non-Core** items.

TERMS OF CONTRACT

The contract to supply and deliver electrical supplies will be for a three (3) year period from the date of contract award. The contract may be renewed for two (2) one (1) year periods. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the contractor and the State of Nebraska.

CANCELLATION

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon 30 days notice to the other party.

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

NON COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to the Invitation to Bid. Non-compliance can void your quotation.

It is the responsibility of bidder to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any bidder.

The State of Nebraska reserves the right to reject any and all bids, wholly, or in part, to waive any technicalities, informalities, or irregularities in any bid, and award in a manner deemed in the best interest of the State, unless otherwise specified by the bidder on the bid.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to matpurch.dasmat@nebraska.gov by the last day to submit written questions that is specified in the "Schedule of Events" with this Invitation to Bid. (Inquiries received after the last day to submit written questions per the "Schedule of Events" may not be addressed).

EXCEPTIONS

The State Reserves the right to buy outside the contract those quantities or various types of items which may be needed to match existing equipment or to meet emergency requirements

ANNUAL USAGE

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

CONTRACT USING FACILITIES

A list of the State agencies utilizing this contract on an ongoing basis showing delivery locations is attached. This contract will cover all State agencies, therefore is not limited to the agencies shown on this list. This contract is available for all State agencies throughout the State of Nebraska.

ENERGY STAR PRODUCTS

The vendor must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

BID PRICE

Prices quoted for items on the Core Items List shall be the unit price for each item which shall be F.O.B. destination and include all associated costs on orders which meet minimum order specification.

Where manufacturer name and numbers are given, they are listed as guides only, unless otherwise specified. It is preferred that the vendor list manufacturer and Bidder SKU number of items being quoted.

The attached list identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

Non-Core Items are defined as those additional items available from the vendor not listed as part of the core item list. Prices for non-core items shall be determined by applying the quoted discount for the item to the current manufacturer's suggested list price. **Discounts for Non-Core items shall be applied to product groupings as presented in the chart on attachment B.** Bidder shall include each manufacturer's list price schedule to coincide with manufacturers listed in Attachment B discount schedule. Manufacturers (which the bidder represents) which supply electrical supplies not listed in the product groupings may be listed under "Other" along with the applicable discounts. The number of manufacturers per product grouping is not limited by Schedule B. Additional manufacturers may be added as necessary under each product grouping. Subcategories may be added under each Non-Core Material Category to allow for variable discounts as necessary. The discount for the items shall remain firm for the duration of the contract period.

PRICE

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, FOB Destination to the ordering state facility. Core-Item pricing to remain firm for the initial three (3) months of the contract. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer

invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. No price increases are to be billed to any State Agencies without *prior* written approval by the State Purchasing Bureau. The discount for the items shall remain firm for the duration of the contract period.

Non-Core Items are defined as those additional items available from the vendor not listed above. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will be incepted into the contract thirty (30) days after receipt by the State Purchasing Bureau.

NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

ADMINISTRATIVE FEE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. The Contractor's pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Payment Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

AMENDMENT

This contract may be amended at any time in writing upon the agreement of both parties.

BREACH OF CONTRACT

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the

default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

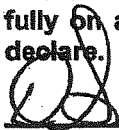
FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

BID RESPONSE

Each bidder must submit the following information with the bid. Failure to submit may be cause for rejection of bid.

1. The attached Core Item Price Sheet with prices on the Bid Sheet, not an attachment.
2. Discount structure for Non-Core items (Attachment B).
3. If at any time during the past 3 years, the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully on attached sheet of paper. If no such early termination has occurred, so declare.



Initial if no early termination has occurred.

EVALUATION

The following evaluation factors will be used to assist in the determination of the most responsive vendor.

1. Number of Core Items Available
2. Pricing of Core Items
3. Discount Structure of Non-core Items

AWARD OF CONTRACT

Award of contract will be to the most responsive vendor(s) selected in accordance with the invitation to bid and whose bid complies with all the requirements. Attachments are being bid with the intent of awarding the contract to one vendor. However, the State of Nebraska reserves the right to award various attachments per section, combination of sections, or a total group basis due to pricing or specialty type characteristics, whichever is most advantageous to the State of Nebraska.

ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

MANUFACTURER WARRANTY

The contractor must warrant the average life expectancy supplies furnished hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge.

VENDOR REPRESENTATION

The vendor shall identify an individual to support the prime vendor electrical supply system and provide a primary interface between the State of Nebraska and the Vendor. Activities associated with this individual will include, but are not limited to the following:

1. Facilitate the flow of new product ideas with State facilities users to optimize savings and/or cost reduction.
2. Assist the State Purchasing Bureau with the development of a complete electrical supply core item list.
3. Provide training to State facilities in the ordering of core item lists to maximize the State's electrical supply savings.
4. Review all monthly purchases by each State facility and provide State Purchasing with a critique of methods facilities may implement to more effectively utilize the contract.
5. Meet with State facilities when potential problems exist; to identify the problem and help determine a solution.
6. Monitor all State facility backorders and assure that the vendor complies with rapid fills of all backorders.
7. Monitor fill rates per the contract requirements and submit documentation to State Purchasing Bureau management with an explanation for backorder situations.
8. Coordinate the delivery or pickup of "emergency" orders when such requests arise.
9. Notify the State Purchasing Bureau of price changes, as per the terms of the contract.
10. Coordinate with State Purchasing Bureau in the selection of substitute items.
11. Coordinate emergency order processing and expedite rush orders when necessary.
12. The State of Nebraska reserves the right to effect a change in the vendor representative assigned to this account, if his/her performance is deemed unsatisfactory.

VENDOR REPRESENTATIVE

Provide the name and phone number of the representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: David Rycek
Phone Number: (402) 467-5311 Fax Number: (402) 467-3779

PRICE LISTS AND CATALOGS

After award of the contract(s), the contractor(s) shall furnish the current catalog and price list used for this Invitation to Bid for distribution to any requesting agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

MANAGEMENT REPORTS

The contractor shall provide to the State Purchasing Bureau the below listed management reports. The reporting period will be determined (monthly, quarterly, etc.) based on need.

1. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.
2. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.
3. Any additional report the State Purchasing Bureau may deem necessary.

ON-LINE ORDERING

Contractor must be able to provide on-line ordering capabilities, at no cost to the State. Toll free phone/fax numbers shall be provided by Contractor for all areas related to customer service.

All items covered by the contract and viewed on the Internet must show State pricing (total cost to the ordering agency.)

Internet ordering data will include agency name, department name, person placing order and phone number. All data being transferred must be secure. Contractor will hold the State harmless from any and all liability for security if breaches resulting in unauthorized purchases made against the State's account whether or not due to Contractor negligence.

Contractor must provide an electronic confirmation of each order to the person ordering the products following completion of the order via email. Confirmation must include agency name, department name, person placing order and phone number and a detail list of all products ordered (description and item number); order number assigned, quantity, unit pricing, with total line item pricing and a total order price. Backorder item(s) will be identified with unit and total line item pricing along with projected shipping date.

On-Line and email confirmation of each order, including all related product information, will be provided to the ordering State agency the day the order is placed

Internet system must include an electronic catalog which shall be capable of tracking multiple account numbers/locations/etc.

Contractor to provide annotations on each packing list for items that are backordered and expected delivery date. Packing list should provide pricing by item and by total, in addition to all other pertinent information.

Products may be ordered in "each" quantity. For the purposes of this solicitation, in some instances "each" may mean less than a box quantity.

Contractor understands that the State has existing contracts for supplies of certain items which Contractor may also sell to its customers. Contractor agrees that its Contract is not an exclusive contract and may from time to time be requested to block certain items from its electronic catalog which are already supplied to the State from existing contractors.

ORDER

Agencies will also be able to submit their orders directly to the vendor via phone or fax. Each order must reference the State Contract Number. All orders must also reference a purchase order number and the purchase order number must be referenced on the invoice.

All orders totaling \$100.00 or more shall be delivered or shipped F.O.B. destination and freight prepaid. Orders for less than \$100.00 may be shipped prepaid and add freight to the invoice.

Priority orders required for emergency repairs shall be handled as quickly as possible using premium transportation, when directed by the ordering agency. Premium transportation costs may be passed to the ordering agency at their actual cost (a copy of the waybill must be attached to the invoice). Additional markup on transportation charges will not be allowed.

An itemized invoice including the ordering agency name, and individual, purchase order number, product description, unit cost, extension and total charges will accompany all orders. All substitutions shall be noted on the invoices.

DELIVERY

Vendor will be required by the terms of the contract to deliver core items within two working days and non-core items within 3-5 days after receipt of order. Failure to deliver within the time frame specified may result in fifty dollar (\$50.00) per day penalty charge. This charge will be deducted from your invoice. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost.

RECEIPT OF GOODS

Delivery personnel will be required to deliver all products to a specified area of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc) documented on the delivery invoice.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

SUBSTITUTION

Core items may not be substituted except in cases where a product or brand is discontinued or not readily available, or where the agency specifically requests substitution, limited substitutions may be allowed. The vendor's customer service representative will be required to get authorization from the ordering agency prior to making the substitution. A one time approved substituted item does not automatically become identified as an acceptable substitution for future out of stock situations.

PACKAGING AND SHIPMENT

All items ordered shall be delivered in manufacturer containers, and must be properly labeled. All shipments will utilize the best commercial practice to insure safe arrival at the designated State of Nebraska facility.

RETURN OF ITEMS

In the event items need to be returned to the vendor due to damage, miss-pick, agency ordering error, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska shall not be assessed restocking charges or any other form of return charges.

PAYMENT TERMS

Payments will then be made in accordance with the State Prompt Payment Act 81-2401 through 2408.

Payment shall be within 45 days of receipt of service or invoice, whichever is received later.

AGENCY ADDRESSES

AGENCY ADDRESSES	
Deanna Verzal Military Department Warehouse 1300 Military Road Lincoln, NE 68508 402-309-7145	Bob Bergholz Game and Parks Division 3001 Y Street Lincoln, NE 68503 402-471-5507
Chuck Hagen Department of Roads Purchasing & Supply P.O. Box 94759 Lincoln, NE 68509 402-479-4852	David Nall Historical Society 1500 R Street Lincoln, NE 68501 402-471-0090
Judi Poore Department of Labor 550 South 16th Street Lincoln, NE 68509 402-471-9943	Mike Yates Nebraska State Patrol 1600 Highway 2 Lincoln, NE 68502 402-479-3536
Fred DeVries or Cathy Buss DAS/State Building Division Beatrice State Developmental Center 3000 Lincoln Blvd. Dock #2 Beatrice Ne 68310-3319 402-223-6600	Mike Johnson State Building Division Panhandle Office Complex PO Box 1500 Scottsbluff, NE 69363-1500 308-632-13003
George Burgess DAS/State Building Division Grand Island Veterans' Home 2300 West Capital Avenue Grand Island, Ne 68803-2097 308-385-6252	Gary Pelsiger DAS/State Building Division Hastings Regional Center PO Box 579 Hastings, NE 68901 402-462-1971
Alphonso Hernandez Western Nebraska Veterans' Home 1102 West 42nd Street Scottsbluff, NE 69363-1500 308-632-0348	Kevin Smidt Geneva YRTC 855 North 1st Street Geneva, NE 68361 402-759-3164

AGENCY ADDRESSES

<p>Kerry Rodysill DAS/State Building Division NE Law Enforcement Training Center 3600 Academy Road Grand Island, NE 68801-9403 308-385-6051</p>	<p>Steve Reeves DAS/State Building Division Kearney YRTC 2802 30th Avenue Kearney, NE 68847 308-338-2008</p>
<p>Ken Baxter or Krix Troffholz DAS/State Building Division Craft State Office Building 200 South Silver North Platte, NE 69101 308-535-8119</p>	<p>Cody Meyer or Tammy Mefford DAS/State Building Division/NRC 1700 North Victory Road PO Box 1209 Norfolk, NE 68702-1209 402-471-0682</p>
<p>Jeff Rethwisch Norfolk Veterans' Home Box 409 Norfolk, NE 68701 402-370-4508</p>	<p>Tom Armstrong DAS/State Building Division State Office Building 301 Centennial Mall South, Lower Level Lincoln, NE 68509 402-471-0437</p>
<p>Hague Howey DAS/State Building Division Omaha State Office Building 1313 Farnam On The Mall Omaha, NE 68102 402-595-2192</p>	<p>Mark Tonjes or Perry Shuman or Tammy Honnor State Capitol - Lower Level 402-471-6643</p>
<p>Jeff Laabs Department of Correctional Services Folsom & W. Prospector Pl. Building 1 Lincoln, NE 68522 402-479-5646</p>	<p>Tom Blacketer Eastern Nebraska Veterans Home 12505 S 40th Street Bellevue NE 68123 402-591-4904</p>
<p>Mark Craft Lincoln Regional Center PO Box 94949 Lincoln NE 68509-4949 402-479-5451</p>	

4063 OF
Non-Core Discount Schedule
Attachment B

Non-Core Material	Manufacturer	Publication Date of List Price	Discount off Manufacturer list Price
Wire and Cord	Generic	Price in Effect	Cost + 15%
Conduit EMT	Generic	Price in Effect	Cost + 15%
PVC and Fittings			
	Appleton - EMT Fitting	9/3/2012	36%
	Appleton - Liquid Tight	9/3/2012	34%
	Carlson - PVC Fittings	3/26/2012	53%
	Blinc - Strut Fittings	1/12/2013	43%
	EGS - Rigid/IMC Fittings	9/3/2012	33%
	EGS - EMT Fittings	9/3/2012	52%
	EGS - Liquid Tight Fittings	9/3/2012	33%
	Steel City - Rigid/IMC Fittings	3/26/2012	34%
	EMT Conduit Fittings	3/26/2012	54%
	Die-Cast Fittings	3/26/2012	54%
Raceways	Panduit - Raceway	1/14/2013	13%
Conduit Accessories	Appleton - Conduit Bodies	9/3/2012	10%
Steel Boxes	Pass & Seymour - Non-Metallic Boxes	1/15/2013	16%
	Red Dot - FS/FD Boxes	3/26/2012	34%
	Steel City - Floor Boxes	3/26/2012	11%
	Steel City - Metallic Boxes and Covers	3/26/2012	49%
	Thomas & Betts - Floor Boxes	3/26/2012	11%
Weather Proof Boxes	Appleton	9/3/2012	10%
	Carlson	3/26/2012	33%
Switches	Cutler Hammer	7/11/2012	7%
	McGill	9/3/2012	14%
	Leviton	1/15/2013	28%
Outlets	Hubbell	6/26/2012	34%
	Ideal	2/1/2013	19%
Lighting Devices			
Other Manufacturers			

Client#: 19051

WESCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDH Pittsburgh P&C US Steel Tower, Suite 1100 600 Grant Street Pittsburgh, PA 15219-2804		CONTACT NAME: Kelly Grant PHONE (A/C, No, Ext): 412 992-2874 FAX (A/C, No): 412 535-0774 E-MAIL ADDRESS: kellyj@hdhgroup.com															
INSURED WESCO International Inc. and WESCO Distribution Inc. 225 W. Station Square, Suite 700 Pittsburgh, PA 15219		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty of</td> <td>25674</td> </tr> <tr> <td>INSURER B: St. Paul Fire & Marine Insuranc</td> <td>24767</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty of	25674	INSURER B: St. Paul Fire & Marine Insuranc	24767	INSURER C: Phoenix Insurance Company	25623	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Travelers Property Casualty of	25674																
INSURER B: St. Paul Fire & Marine Insuranc	24767																
INSURER C: Phoenix Insurance Company	25623																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TC2JGLSA466K204ATI	06/04/2012	06/04/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TC2JCAP466K2026TIL PHYSICAL DAMAGE IS SELF INSURED	06/04/2012	06/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		ZUP10R9026212NF	06/04/2012	06/04/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TC2NUB466K197012	06/04/2012	06/04/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WESCO International Inc, WESCO Distribution, Inc. and any other organization, other than a partnership or joint venture, over which WESCO maintains ownership or majority interest on the effective date of the above referenced policies are included as Named Insureds.

City of Lincoln, Nebraska, Lancaster County and Lincoln-Lancaster County Public Building Commission are included as Additional Insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln Nebraska
 440 South 8th Street
 Suite 200
 Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.